G. R. S. 58]
Previous references.

File No. 266-13

1913.

Serial Nos. 1 & 2

(Muzroi)

Later references.

[illegible]

497-14
195-15

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1 & 2

Part B for Feb. 1914

SUBJECT.

Lease of the Inam Villages of Ayyur and Erumputti, in the Madura District, belonging to the Vyasaraya Swami Mutt.

Table of Contents

1. From the Muzroi Supt. No. 824 of 12-12-13
Recommending the leasing out of the villages to Subba Rao @ 1500 Rs for ~~20~~ 10 years

2 To the Muzroi Supt & Comptroller, No. 2144-5 of 18-2-14
Sanctions the Muzroi Supt's recommendation.

GPB—5,000—22-10-10

[illegible]
Recorder. 7-3-14

G.R.S. 11] 1913.

GENERAL AND REVENUE SECRETARIAT.

(Murrai)

NOTES.

File No 266-13

FILE HEADING.

Lease of the inam Villages of Ayyur and Errampatti in the Madura Dt. belonging to the Sri Vyasarayaswami Matt

From

The Murrai Superintendent in Mysore

Letter No. 824 Dated 12.12.13 Received 13.12.13

Diary No. 1081 Enclos. 2 files Spare Copies | Serial No.

BRIEF ABSTRACT OF LETTER.

Submits for orders of Govt. the papers connected with the possession & enjoyment of the inam Villages of Ayyur and Errampatti in the Madura Dt. and recommends that under the circumstances explained in his letter the Villages may be leased

NOTES AND ORDERS.

out to Subbarao on an annual fulla of Rs 1500/- for 10 years.

The Murrai Superintendent's letter explains fully the facts of the case.

Subd. for orders.

13/12

NOTES—First Sheet.

GPB—35,000—15 6 12

General and Revenue Secretariat.

Muzz File No. 266 of 1913

Serial No.

172

Subd to the 1st Councillor

All the facts bearing upon the decision of the present question have been detailed at some length in my letter. There are still one or two other outstanding questions regarding the Mutt property in the Madura town on which a separate reference will be made on receipt of orders in the present matter. Many of the documents are in Tamil and if the Councillor so desires I shall submit the file personally

[illegible]
13.12.13

Yes please - Personally -

14/12/13 [illegible]

[illegible]

Subd to 1st Councillor as personally directed

[illegible]
15.1.14

The arrangement may be sanctioned as the Swami has accepted it. 300 [illegible]

[illegible]

25/1/14

[illegible]

NOTE—Contn. sheet.

and Revenue Secretariat. | Muz File No. 266 of 1913.

Serial No.

Mr. Hamick who has handled this complicated file will please put up the order. The draft should briefly give the history of the case, the Supdt's recommendation on each point with Govt. orders.

[illegible]
26.1.14

Draft order submitted to 1st Member

[illegible]
6/2/14

[illegible]
6.2.14

Draft appd by First member of Council

[illegible]
12/2

MTS

[illegible]
12 2

2 To The Muz. Supdt. in Mysore
The Comptroller
No. 2144-5 of 18.2.14 Sanctions the Muz. Superintendent's recommendations.

NOTE—Contn sheet.

GPB—60,000—7 11 15

14

Muzrai

FILE No. 266-13

SERIAL No. 1

No. 824/encl 2

Office of the
uzrai uperintendent in Mysore.
Bangalore, 12th December '13.

From

G. Aravamudu Iyengar, Esquire, B. A., B. L.,
Muzrai Superintendentin Mysore.

TO

K. R. Sreenivasiengar, Esquire, M. A.,
Secretary to the Government of His Higness
the Maharaja of Mysore, General and
Revenue Departments, Bangalore.

Sir,

I have the honor to submit the following report on the lease of the inam villages of Ayyur - and Erumpatti in the Madura District, belonging to Sri Vyasarayaswami Matt.

2. In 1890 these villages were leased to - - Sundararajachar and Venkatrayachar on a rental of Rs. 1,400/- and during the currency of this lease - the villages were again leased jointly to Narasimha -char son of Deekshitachar and Subbachar son of the late Matadhipati Srimat Vidya Sri Samudra Tirtha -- Swamigalavaru for an annual rental of Rs. 1,350/-for a period of 10 years from fasli 1305 to 1314 (1895 to 1901), the latter lessees being authorized to recover rent from the previous lessees during currency of their lease.

3. Under the terms of a settlement which was arrived at by the Swamigalavaru with Ranga Sreenivas -char in regard to a debt due to his deceased father

Hundi Krishnamachar amounting to Rs. 12,000/-. Ayyur and Erumpatti villages were again leased to Ranga - Sreenivasachar for an annual rental of Rs. 1,350/- with the stipulation that ~~during the currency of their lease and that~~ he should recover the rent from the lessees during the currency of their lease and that the balance of rent, after deducting the interest on Rs. 12,000/- at 6 % per annum should be credited towards the liquidation of the principal.

4. A lease deed in these terms was accordingly executed on 28th November 1896 between the - - Swamigalavaru and Ranga Sreenivasachar for a rent of Rs. 1,350/ per annum, the actual possession of ~~of~~ the villages being due only on the termination of - the lease then existing. Other terms also find a place in the lease deed of which the most important one is that ~~for~~ if the lessee should be driven to Court to recover rent from the prior lessees the Mathadhipathi should render him such help as he may happen to be in need of, and that should the Matt fail to render the help sought for, the Matt should be - - liable not only to pay him penal interest at 12 % per annum from date of lease deed but also damages.

5. Agreebly to the decree passed by the - - District Judge of Mysore in O. S. No. 1096-97 in a suit for partition of the parental properties between the sons of Hundi Krishnamachar, this lease - right went to the share of the second son Seshadri Narasimhachar who was then a minor.

6. During the pendency of the partition suit Seshadri Narasimhachar's property guardian and - - maternal uncle Sreenivasa Rangachar entered upon the management of this property with the consent of the Court and finding that the rent of Rs. 1,350/- due

to the estate every year had not been paid in the manner set forth in the lease deed of 28th November 1896, he is reported to have demanded from the Mathadhipati the payment of the arrears of rent with interest. The Mathadhipati Srimat Vidya Sri Samudra Thirtha Swamigalavaru appears to have admitted the alleged claim and executed a stamped document on 3rd October 1901 to the guardian Sreenivasa-Rangachar whereby the lessee, by way of compensation was permitted to continue in possession of the lease properties till the lessee's estimated loss of Rs. 4,860/- was made good by the same process of liquidation mentioned in the lease deed of the 20th November 1896. This document was not, however, registered, the person in whose favour a Power of Attorney to register was granted, not having acted under it.

7. On the same day viz., 3rd October 1901 the minor's guardian subleased the villages to Subbachar on the same rent of Rs. 1,350/- per annum for a further period of 15 years from 1st July 1903 to 30th June 1916. He, in his turn, subleased them to Venkatrayachar of Madura (referred to in para 2) on 16th January 1902 for a rental of Rs. 1,725/- for 15 years from fasli 1314 to 1327. Thus the villages appear to have been in uninterrupted possession and enjoyment of Venkatarayachar ever since 1890. It may be noted here that the whole transaction is not altogether above suspicion as Subbachar happens to be the son of the Swamigalu and apparently he is the person who benefitted under the whole transaction. Further the execution of both the leases on the same date is significant.

8. Seshadri Narasimhachar on attaining majority in conjunction with P. R. Sreenivasa Iyengar and C, S. Rangachar representing the interests of his wife, filed a suit against the Matt in the Sub-Judge's Court at Madura (O. S. No. 59 of 1909) to enforce the specific performance of the contract contained in the unregistered document of 3rd October 1901, referred to above viz, to direct the Mathadhipati to extend the lease of the above villages for 6 years from 1st July 1912 to 1st July 1918 or in the alternative claiming damages amounting to Rs. 5, 142-13-0. This suit was dismissed with costs (Rs. 298/-.) owing to the absence of plaintiffs and non-instruction to their vakil. (Vide Judgment and decree dated 29th March 1911).

H 4 9

9. The 16 year period mentioned in the original document of 28th November 1896 came to a close on 30th June 1913. Statement A (submitted herewith) shows that the debt of Rs. 12,000/- would have been fully discharged assuming that the rent had been regularly recovered by the lessees, and under the account the Matt is entitled to the repayment of the surplus of Rs. 5,120-9-8 up to the end of June 1913.

10. On 21st January 1913 a notice was sent by the Government Agent to Seshadri Narasimhachar to restore to the Matt possession of the lease villages and pay the surplus fund due on an account being taken. No reply was received to this notice, but Mr. M. D. Narniengar, Advocate, saw me on his behalf and represented that the debt had not been liquidated as the Mathadhipati himself had received the rent from the prior lessees and granted receipts therefor. I informed him that the whole question turned upon

the construction of the document of 1896, that, to my thinking it was only a lease for a definite term and if Seshadri Narasimhachar was negligent in collecting the rent, the Matt cannot be held responsible for his laches.

11. After the dismissal of the O. S. No. 59 of 1909 in the Madura Sub-Court, Seshadri Narasimhachar transferred his right under the lease to the sub - lessee Subbachar and he, in his turn, appears to have been setting up a counter claim against the Matt for Rs. 13,000-5-0 towards the rent of 7 years not paid to Seshadri Narasimhachar with interest thereon up - to 30th June 1913 vide statement B.

12. I had a number of interviews with Subbachar's Agent Narayana Rao and seeing that Seshadri Narasimhachar did not come to any satisfactory terms and that even if he did he had no longer any right to force Subbachar's hands, I told Narayana Rao that the Government may be disposed to consider any - reasonable terms which Subbachar may offer. A working understanding was arrived at , to the effect - that the villages should be leased to Subbahhar for a period of 10 years at a rent of Rs. 1,500/- per year, that Rs. 2,000/- should be paid to him towards the permanent improvement effected during the lease to the irrigation sources of the villages (Anicuts Tanks and Channels), that out of this amount Rs.1500 should be retained by Government as security deposit and the balance of Rs. 500/- should be paid to - Subbachar. On his behalf he undertook to restore immediately the possession of the villages to the Matt, to take them on lease again under the usual stipulations, to bear the costs of any litigation

with Seshadri Narasimhachar may choose to bring - either against him or the Matt in connection with - the village to surrender possession to the Matt certain lands in the Arapalyam village included in the Madura Town in his possession for a long time , and to execute such formal documents as may ensure the complete recognition of the Matt's titles to these - properties.

13. Considering all the circumstances of the case and the value of the Arapalyam lands I venture to think that the terms are favourable to the Matt and the settlement would set at rest a very complicated question. As regards the rents stipulated, it is Rs. 150/- above the existing rental and as the maximum income possible from the villages (the Matt has no occupancy right in the vilaages) is only - Rs. 2,235/- the margin for profit is not large, the unoccupied lands, loss in ~~connection~~ Collection etc., being - taken into consideration; and further it is further stipulated that a defined portion of the repairs to the irrigation sources should be borne by the lessees themselves.

14. The Government Agent has also visited the villages and seen the irrigation works and he assures me that the tanks had to be extensively repaired recently and more than Rs. 2,000/- had been spent on such repairs within the last 5 or 6 years. A statement of the amount so spent has been furnished by - the Government Agent and is herewith put up. There is no stipulation in the previous leases as to which party should bear the cost of these repairs, whether the proprietor or the lessees. In the absence of - such express stipulation there is some degree of -

7

force in the contention that the proprietor is the party who should have to bear the cost under the - Madras Proprietory Estates Land Act I of 1908.

15. During the recent visit of the Government Agent to Madura in connection with a Civil Suit in the Sub-Judge's Court, he conferred in person with the lessee Subbachar and has been able to prevail - upon him to accept the terms offered. This Subbachar has done and has also surrendered the villages and the Arapalya lands in his possession executing a stamped document evidencing such restoration. The villages are now in the possession of the Agent and recently some repairs have been executed to the Anicut. The Arapalya land is in the possession of a third party under a lease from Subbachar which - - terminates next July. This piece is included in the lease is granted to one V. S. Rama Iyer and will - fetch Rs. 150/- a year when it is handed over to him

16. Coming now to the amount found due to the Matt from the lessee Seshadri Narasimhachar, it will be seen that a balance of Rs. 5,142-13-0 has been - struck against him on the assumption that he had regularly recovered the stipulated rental of Rs. 1,350. The amount represents the rental due from 1910 at - compound interest at 6 % and it is very doubtful if the whole of this amount will be recoverable in a Court of Law. The amounts found due on the 1st of July 1910 would be barred by limitation and it is - not likely that the Courts would allow compound - interest. Added to this, Seshadri Narasimhachar - will be sure to setup a plea of nonsatisfaction of his debt in support of which he has some amount of evidence, and in the circumstances of the case it is

doubtfully how the Courts will view the claim of the Matt. Considering the situation, I thought it best to open negotiations also with Seshadri Narasimhachar himself without the intervention of Mr. M. D. Narayana Iyengar whose proposals were far from satis-factory. In addition to the above amount there is a degree against him for the costs in O. S. No. 59 of 1909 of the Madura Sub-Court which amounts to about Rs. 300/-. Seshadri Narasimhachar is willing to compromise and pay to the Matt Rs. 3,000/- on the first count but wishes that the costs may be recovered from the remaining plaintiffs in the case. This does not appear to be quite right as Seshadri Narasimhachar is the principal plaintiff, the others being trustees for his wife. It is likely I may induce Seshadri Narasimhachar to accept this liability also. He, however, prays for a concession that this amount may be recovered from him without interest by instalments of Rs. 500/- a year and he is ready to mortgage immovable properties as security (Vide his petition to me dated 14th October 1915). Seshadri Narasimhachar is reported to be not in a position to raise the amount except at ruinous terms.

17. Taking advantage of my recent visit to Sosale, I explained the situation to the Swamigalu and I also gave him a Vignapana Patrika summarising the salient points in the case. In modification of his Srimukha dated 24th October 1915 the Swamigalu was pleased to agree to the settlement now contemplated and has also written a Srimukha to this effect.

18. Drafts of the lease deed and the hypothecation deed are submitted herewith for approval

Under all the circumstances of the case I would beg to recommend the present settlement for the sanction of Government as the best available solution of a complicated question.

I have the honor to be,

Sir,

Your most obedient servant,

Muzrai Superintendent.

A. N.

1/10

G.R.S. 28.]

File No 266-13
Serial No. 2

Diary No. of letter replied to 1057

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.
( )

, the 19

Date of issue 18.2.1914

Signed by Mr G. Aravamudrengar

READ

Letter No. 824 dated the 12th December 1913 from the Murrai Supt. in Mysore submitting a report regarding the lease of the Inam villages of Ayyur and Errampatti in the Madura District belonging to Sri Vyasaraya Swami Matha.

ORDER THEREON.—No.

P. T. over

UBJECT.

GPB- 10 000 19 4 10

2
11

Order thereon No 21 Mus 3- En 2 files

18. 2 1914

The villages of Ayyur and Erramparth in the Madura District belonging to Sri Vyasaraya Swami Matha at Sosale in the T. Narasipur Taluk were leased in 1890 by the then Swamigalu to Sundararajachar and Venkatarrayachar on a rental of Rs 1400 per year. During the currency of this lease, the villages were again leased by the Swamigalu to Narasimhachar son of Dikshitachar and Subbachar ~~son of~~ the Swamigalu's son, for an annual rental of Rs 1350 for a period of 10 years commencing from 1895

2. Again during the Pendency of both these leases

S. 27

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

3
12

leases and under the terms of a settlement arrived at by the Swamijee with Ranga Srinivasachari in regard to a debt of Rs 12,000 due from the Matha to his deceased father Hundi Krishnamajee, the villages were leased on 28.11.96 for 10 years to Rangasrinivasachari on an annual rental of Rs 1,350, with the stipulation that he should recover the rent from the previous lessees during the currency of their leases and that the rent should be applied first to the payment of the interest on the loan and then to the reduction of the principal. On a partition

GPB—12,000—15-2-13.

4/13.

partition between the sons of Hundi Krishnamachar this lease right fell to the share of the younger son Seshadri Narasimhachar who was then a minor.

3. The period of 16 years expired on the 30th June 1913, and the villages have therefore to be leased afresh. Further on an account taken, it is found that the debt due to Hundi Krishnamachar has not only been fully discharged but that a substantial surplus accrues in favor of the Matha

which

S. 27]

GENERAL AND REVENUE SECRETARIAT.

(Continuation sheet draft form.)

5 14

which is calculated to amount to Rs 5120-9-8 at the end of June 1913.

4. In view of certain special circumstances in the case, the Murrai Supdt recommends that it would be to the advantage of the Mutha if a lease of the villages is made out in the name of Subbachar sub lessee under Seshadri Varasimhachar. The conditions under which it is proposed to grant the lease are mentioned to be -

(i) that the villages should be leased to Subbachar for 10 years on a rental of Rs 1500 a year.

GPB—12,000—15-2-13.

(4)

6/5

(ii) that a sum of Rs 2000 should be paid to Subbachar by the Matha as its liability for permanent improvements effected during the previous leases to the irrigation sources of the villages.

(iii) that out of this amount, Rs 1500 should be retained by Govt. as security deposit during the currency of the lease, the amt. carrying the Ruling Savings Bank interest and returnable to the lessee on the termination of the lease.

(iv) that the balance of Rs 500 should be paid to Subbachar by deduction

from

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

7 1/6

from the first instal-
ment of rent due
from him.

(V) that the lessee should
bear the cost of all
litigation that may
arise in connection
with the villages.

(VI) that Subbadhan should
surrender possession
of the garden land in
Kapalyam village in-
cluded in the Madura
Municipality, and not
in his possession.

(VII) that the lessee should
obtain from Sublessees
under him such formal
documents as may
ensure the full recognition
of the Mathas' title to
the lands now leased
to him.

GPS—12,000—15-2-13.

8 17

5. As regards the surplus amount formed due to the Matha from the lessee Seshadri Narasimhachar, the Murrai Sufft submits a petition presented by the lessee and recommends that the offer made by him to pay up Rs 3000 in full discharge of the matha's claim against him be accepted, and that this amount be recovered from him in six instalments of Rs 500 each suitable security being obtained for ensuring such payments.

6. The Swamigalu who was consulted in the matter has intimated his

9 18

his consent to the above transactions being entered into.

7. Under these circumstances, the Govt are pleased to sanction the recommendations of the Murrai Superintendent and to approve of the draft lease subd by him. The transaction should be closed as early as possible and a report submitted to Govt in the matter.

8. The Murrai Supdt further reports that there is a decree against Seshadri Narasimhachar for Rs costs in O.S. No. 89 of 1909 of the Madura Sub Court

GPB—12,000—15-2-13.

10/9

Sub Court amounting to Rs 300/- and that he is not prepared to recommend Seshadri Varasimhachari's prayer that this amount may be recovered from the other plaintiffs in the case, because Seshadri Narasimhachar is the principal plaintiff, and the others were only trustees for his wife.

9. Govt consider that sufficient concession has been shown to Seshadri Narasimhachar and are therefore not prepared to waive the right of the Matha to proceed against him for

S. 27]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

for the recovery of ~~the~~ Court Costs.

6.2.14

In Sect. to first

6.2.14

10/2/14

The inner sheet in Mysore

" Comptr. to first.

GPB—12,000—15-2-13.